

CONFIDENTIAL

ATTORNEY CLIENT PRIVILEGED COMMUNICATION

November 11, 2009

Kerry E. Russell

Via E-mail to: krussell@txadminlaw.com

Russell & Rodriguez, LLP 1633

Williams Drive Building 2,

Suite 200 Georgetown, Texas

78628

RE: Agreement for Site Investigation (Soil and Sediment Delineation)
Former Stewart Creek Wastewater Treatment Plant Site, Frisco, Texas

Dear Mr. Russell:

On October 23, 2009, Exide agreed with the City of Frisco for Exide to assist Frisco in conducting studies to determine the extent of contamination requiring remediation at the former Stewart Creek Waste Water Treatment Plant site ("Site"). The studies are required by the Texas Commission on Environmental Quality ("TCEQ") as part of the Voluntary Cleanup Program ("VCP") closure activities at the Site.

Per your request, please allow this letter to memorialize the specifics of the Agreement between the parties:

1. Exide has engaged Pastor, Behling & Wheeler, LLC ("PBW") as Exide's environmental consultant with respect to the Site. PBW is a well known, independent and respected environmental consultant in Texas. TCEQ's acceptance of PBW as the primary environmental consultant for this aspect of the Site's VCP requirements will be sought. The City's environmental consultant, Southwest Geosciences, Inc. ("SGI"), will provide oversight for the City of PBW's work.
2. After TCEQ indicates that it has no objections to PBW, PBW will perform TCEQ approved soil and sediment delineation work. The City hereby expressly authorizes PBW access to the Site for this work as demonstrated by the attached Access Agreement. PBW will prepare a work plan specifying those tasks necessary to delineate impacts to soils and sediment in accordance with the Site's VCP requirements and timeframe for all activities. The work plan will include a Health and Safety Plan for PBW's personnel. The work plan will be provided to the City for submission to TCEQ for review and approval. Upon TCEQ approval of the work plan, it will be implemented by PBW. After completion of the work plan, PBW will provide a report for the City for submission to TCEQ. PBW will perform supplemental investigations as necessary to complete the soil and/or sediment delineation to TCEQ's satisfaction.

3. Exide will be solely responsible for the cost of PBW's work.
4. The parties specifically agree that Exide is not to be considered in any way a co-applicant under the VCP at this time.
5. The parties agree that at any time for any reason, either party may terminate this Agreement by providing sixty (60) days notice in writing to the other party.
6. The parties agree that this Agreement is fully performable in Collin County, Texas and any disputes arising hereunder shall be interpreted in accordance with the laws of the State of Texas.

If your client finds this agreement acceptable, please have your client confirm its approval by signing below and returning the signed copy to my office by facsimile, followed by U.S. Mail. The facsimile number is (610) 921-4062.

If you have any questions or need any additional information, please contact Christine Graessle at (678) 566-9177.

Sincerely,
EXIDE TECHNOLOGIES

/S

Matthew Love
Director, Global Environmental Remediation

APPROVED AND ACCEPTED BY:

City of Frisco, Texas

Signature

Name

Title

Date